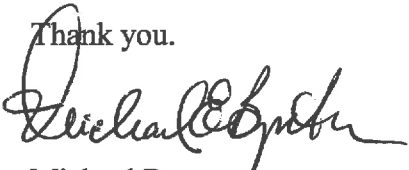


ARTICLE 24 – FIRE CONTRACT

Town Meeting Members,

I am pleased to report that the Town and the Walpole Permanent Firefighters Local 2464 have reached an agreement on a new 3-year contract for the period covering July 1, 2014 through June 30, 2017. At Town Meeting, you will be asked to vote on the funding component of this new contract. Per the Walpole Town Charter, the changes to the contract as negotiated and agreed to by the parties are summarized below. Language that is being added is shown in bold and underlined, while language to be removed is shown with the strikethrough style. Further, if you wish to view the entire contract, you may do so at the office of the Walpole Town Clerk, or on the Walpole Web Site, www.walpole-ma.gov. Should you have any questions prior to Town Meeting, please do not hesitate to contact me.

Thank you.



Michael Boynton,
Town Administrator

ARTICLE III – ARTICLE VII

A number of housekeeping changes have been made to the actual structure of the contract. Old and outdated language has been removed and/or streamlined for a better flow to the document, and to reflect operations in 2014.

ARTICLE VII - RESIDENCY

Personnel covered by this agreement **shall not be bound to a residency requirement.** and ~~hired after July 1, 2005 may choose to live in a community outside of the Town of Walpole, provided that said community of residence not be located further than 20 miles from Walpole's closest border to its own closest border. This residency must be established within six (6) months after probationary period. The Chief of the Department, upon determining that extenuating circumstances warrant an extension of this time period, may do so for a period he shall determine appropriate at his sole discretion. This provision shall not be subject to the provisions of the Grievance & Arbitration section included herein nor shall constitute the establishment of any so-called past practice.~~

*As the Town has embraced the Advanced Life Support program, selecting and training and **RETAINING** highly qualified paramedic firefighters is critical. This provision has at times been problematic. In addition, with the introduction of a new tier of higher health insurance contributions, it is viewed that this provision in and of itself may be more harmful than helpful.*

ARTICLE X - WEEKLY PAY SCHEDULES

The salary schedule below reflects cost of living increases in the amount of 2% for FY'15, 2.5% for FY'16, and 2.5% for FY'17.

a. Effective July 1, 2014

Grade	Position	Grade	Position
F-1	Firefighter	F-2	Fire Lieutenant
		F-3	Fire Captain

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F-1	\$900.08	\$971.11	\$1,030.36	\$1,101.43	\$1,123.47	\$1,151.55
F-2	\$1,168.39	\$1,215.14	\$1,263.74	\$1,295.33		
F-3	\$1,314.30	\$1,366.86	\$1,421.53	\$1,457.07		

b. Effective July 1, 2015

Grade	Position	Grade	Position
F-1	Firefighter	F-2	Fire Lieutenant
		F-3	Fire Captain

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F-1	\$922.58	\$995.39	\$1,056.12	\$1,128.96	\$1,151.56	\$1,180.34
F-2	\$1,197.60	\$1,245.51	\$1,295.33	\$1,327.71		
F-3	\$1,347.16	\$1,401.03	\$1,457.07	\$1,493.50		

c. Effective July 1, 2016

Grade	Position	Grade	Position
F-1	Firefighter	F-2	Fire Lieutenant
		F-3	Fire Captain

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F-1	\$945.65	\$1,020.27	\$1,082.53	\$1,157.19	\$1,180.35	\$1,209.85
F-2	\$1,227.54	\$1,276.65	\$1,327.72	\$1,360.90		
F-3	\$1,380.84	\$1,436.06	\$1,493.50	\$1,530.83		

~~Effective January 1, 2011, a new Step 6 shall be added for firefighters and a new Step 4 shall be added for Lieutenants & Captains. This new step shall be 2.5% higher than previous step. Effective January 1, 2011, employees will move to their next respective step.~~

Unnecessary text removed. Cost Impact Of COLA For Fiscal Year 2015 = \$42,377

d. All employees covered by this agreement shall be required as of July 1, 2014 to enroll in a Direct Deposit program for all payroll compensation. All employees shall have access to electronic payroll information. Printed payroll information and payroll checks, with the exception of annual W-2 forms, shall be discontinued effective July 1, 2014. Electronic data shall be archived and accessible for a period of seven (7) years.

Cost savings anticipated as the Town moves toward paperless payroll.

ARTICLE XV - HOURS OF WORK & OVERTIME

- i. The detail rate for fire fighters working private duty details ordered by the Chief or his/her designee shall be equal to one and one-half times the hourly rate of the top step union employee. Private duty details in excess of eight (8) hours shall be compensated at a rate of two times the top step union employee. **Employees who work non-Town paid details on Thanksgiving, Christmas and/or New Year's Day including the 24 hours prior to each of these holidays, shall be paid at a rate of one and one half times the detail rate for hours worked on those days.** Private duty details cancelled with less than twelve (12) hours notice shall be subject to the four (4) hour minimum charge to the effected employee. All private duty details will be compensated in 4-hour increments.

Non-Budget item for the Town. Fairly compensates "private" duty on three major holidays.

ARTICLE XVII - STIPENDS

The Town will provide:

1. A stipend equal to eleven (11%) of his/her base pay annually for Certified EMT-Paramedic. Further, for permanent firefighters hired before September 1, 2001, a one time payment of \$10,000 within two weeks upon final EMT- Paramedic certification shall be made as well as reimbursement for tuition, course books and mileage, in accordance with Article II, 5b and upon successful attainment of state certification.

Paramedic training will be offered without loss of time, however it shall be the policy of the Town that only one firefighter/EMT per group shall be eligible for Paramedic training during each training/course cycle, unless in the sole discretion of the Fire Chief that he shall determine that the best interest of the department shall be benefited by one or more additional employees enrolling in Paramedic training. Firefighters/EMT's interested in said Paramedic training shall notify the fire Chief of their interest in writing at least three (3) months prior to the start of scheduled courses to allow the Chief to solicit appropriate funding for said training. Employees who obtained certification as an EMT-P prior to the date of this agreement and through Town funding with a seniority date prior to January 1, 2002 shall maintain said certification as a condition of employment for a minimum of six (6) years and must notify the Fire Chief in no less that six (6) months in advance of their desire to discontinue said certification. **Employees hired prior to January 1, 2003** who obtain certification as an EMT-P following **July 1, 2008** ~~the effective date of this agreement (7/1/08)~~ shall maintain said certification as a condition of employment for a minimum of ten (10) years and must notify the Fire Chief not less that six (6) months in advance of their desire to discontinue said certification. This section shall in no way waive the requirements for employees hired after January 1, 2002 as shown in Article II c.8.a. related to EMT-P certification retention.

Text modified to reflect established dates from earlier contracts. Housekeeping effort.

3. One thousand eight hundred dollars (\$1,800) ~~One thousand seven hundred fifty (\$1,750)~~ stipend annually for a Motor Coordinator, and said Coordinator shall be compensated at the department detail rate only for hours of work performed on apparatus repair and maintenance with the approval of the Chief.
4. One thousand eight hundred dollars (\$1,800) ~~One thousand seven hundred fifty (\$1,750)~~ stipend annually for a Training Coordinator.
5. One thousand eight hundred dollars (\$1,800) ~~One thousand seven hundred fifty (\$1,750)~~ stipend annually for a Computer Systems Manager.
6. One thousand eight hundred dollars (\$1,800) ~~One thousand seven hundred fifty (\$1,750)~~ stipend annually for a EMS Coordinator.
7. One thousand eight hundred dollars (\$1,800) ~~One thousand seven hundred fifty (\$1,750)~~ stipend annually for a Public Education Coordinator
8. One thousand eight hundred dollars (\$1,800) ~~One thousand seven hundred fifty (\$1,750)~~ stipend annually for a Self Contained Breathing Apparatus (SCBA) Coordinator
9. One thousand eight hundred dollars (\$1,800) ~~One thousand seven hundred fifty (\$1,750)~~ stipend annually for a Wellness Coordinator upon approval of a department wellness program by the Chief.
10. One thousand eight hundred dollars (\$1,800) for a Department Medical QA/QI Coordinator.

All stipends are raised by \$50 to \$1,800. In addition, a new QA/QI stipend is added to address the requirement of a QA/QI program. However, the added cost of \$2,150 is offset by the elimination of a \$24,000 outside contract for QA/QI.

In the event that legislation is enacted that results in base pay changes to retiring members of the union relative to eligibility of stipend inclusion, the Town and the Union agree to bargain over the impact of said changes. to members.

Text added to provide an avenue for firefighters to discuss any impacts relative to legislative changes effecting base pay. There is no cost to this provision at this time, and any future costs would be speculative only.

ARTICLE XVIII - EDUCATION INCENTIVES

~~The Town and the Union agree to establish a Committee consisting of the Fire Chief, Town Administrator, Assistant Town Administrator, and three Union members to investigate the possibility of compensating Paramedic & EMT Stipends on a weekly basis with regular compensation for successor collective bargaining agreements. The report & findings of said committee to be completed not later than September 1, 2010.~~

Unnecessary text removed.

ARTICLE XIX – HOLIDAYS

- a. The following days and no others are recognized as holidays for employees covered under this agreement by the Town of Walpole:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

In the event that a new state or federal holiday is adopted via state or federal legislation, said holiday shall be added to the above list. Should the Town give other employees **holiday** time off (i.e. Christmas Eve, New Year's Eve, etc.), all members working the shift shall receive pay equal to said time off.

Housekeeping change only.

- c. Compensation for this holiday shall be at one-fourth (1/4) of the employee's regular weekly salary as set forth in Article IX, Section (a). **Those employees required to work on Thanksgiving Day, Christmas Day, or New Year's Day will receive time and one half pay for the hours worked on those days. For the purpose of this provision, hours worked for these days are considered to be those that commence the tour of duty at 0800 through the end of the said tour.**

Change intended to recognize those who are working the three major holidays of the calendar year. This is consistent with other practices in Town. Estimated cost is \$6,800.

ARTICLE XXI - PERSONAL ILLNESS - SICK LEAVE & SICK BANK

- e. Upon the death or retirement of an employee, twenty-five percent (25%) of the total amount of sick leave accrued shall be paid to the employee or to the designated beneficiary at the regular day rate. For the purposes of this section, "retirement" shall be defined according to the definitions and standards established by the Norfolk County Retirement Board for the purpose of granting retirement benefits. **Employees hired on or after July 1, 2014 shall only be eligible for this provision at an amount of twelve and one-half percent (12.5%) of accrued but unused sick leave.**

A future savings to the Town as future retiree "buy-back" has been cut in half with this change.

ARTICLE XXIV - MILITARY LEAVE

A military leave of absence shall be granted to any employee, in accordance with Art. 38, 2006 Walpole STM, as written, who is called to active duty into the United States Armed Forces service under 10 USC sec. 12301 or sec. 12304, or active duty with the Massachusetts National Guard. U.S. Military Service incurred by an employee after his/her employment by the Town shall be credited as time served in the Town's employ, provided that he/she applies for reinstatement within (90) days after discharge or release to inactive duty.

Any employee, who is a member of the Reserve Component of the United States Armed Forces, ordered to report annually to active duty, pursuant to 32 USC, sec. 502 for a period no greater than (15) days may be eligible for compensation for the difference by the Town based on his/her military base pay and their regular pay.

~~Employees with more than one year continuous employment by the Town prior to the time of performing the service herein referred to, who are required to report for temporary summer or like period of training in the military forces of the Nation or the Commonwealth, shall be paid an amount equal to the difference between compensation for normal working period of two (2) weeks and the amount paid for military training. An employee, on request, may combine his military leave with his regular vacation period.~~

Housekeeping wording change to reflect current statutes and regulations regarding Military leave. There is no added cost to the Town.

ARTICLE XXIX - LONGEVITY PAY

- a. For the purpose of this Agreement, the following longevity policy shall be in effect:

After five years of service	<u>\$ 400.00</u>	250.00
After ten years of service	<u>\$ 500.00</u>	350.00
After fifteen years of service	<u>\$ 600.00</u>	450.00
After twenty years of service	<u>\$ 700.00</u>	550.00
After twenty-five years of service	<u>\$ 800.00</u>	650.00

~~These amounts shall increase by \$50 effective July 1, 2006.~~

~~These amounts shall increase by \$100 effective July 1, 2007.~~

No changes to longevity. Unnecessary text removed.

ARTICLE XXX - UNIFORMS AND CLOTHING

- b. The Employer shall provide each member of the Association (subject to this Agreement) with a clothing allowance up to the following limits for each contract year:

Six hundred (\$600) ~~Five hundred dollars (\$500)~~ in the case of each employee covered by this Agreement

This \$100 increase was deemed appropriate due to rising costs of uniforms. This line has not increased in at least ten years. Increased cost to the Town is \$3,200.

ARTICLE XXXIII - LIFE INSURANCE

The Employer shall provide \$100,000 ~~\$20,000~~ **"Line Of Duty Death"** life insurance protection for every member of the bargaining unit covered by this Agreement.

Again, this is a housekeeping change. For many years the Town's coverage has been \$100,000. The change here reflects actual practice.

ARTICLE XXXIV - GROUP INSURANCE

Employees covered by this Agreement shall be provided an opportunity to join the Town of Walpole Group Insurance Plan, which provides for group life insurance; accidental death and

dismemberment insurance; hospitalization and surgical benefits and extended benefits care for employees and their eligible dependents on a contributory basis.

Admissions to membership in this plan shall be in accordance with the terms and conditions of the Contract between the Employer and the insurance carrier and as provided for in the appropriate Town By-Law.

Active Employee contribution rates toward premiums shall be as follows:

Hired prior to January 1, 2003 - 20%

Hired after January 1, 2003 but prior to July 1, 2014 - 30%

Hired on or after July 1, 2014 - 40%

~~Effective January 1, 2011 (December 1, 2011 billing), the Employer will pay eighty percent (80%) and the Employee will pay twenty percent (20%) of the HMO Group Health Insurance so called West Suburban Health Group "Rate Saver" premiums. For employees hired on or after January 1, 2003, the Employer will pay seventy percent (70%) and the Employee will pay thirty percent (30%) of the HMO Group Health Insurance so called West Suburban Health Group "Rate Saver" premiums. As an alternative, employees may remain in a "Legacy" plan, but those members must absorb the difference between the cost of the Rate Saver and Legacy "town's portion" premiums. For example, if the Employer's contribution of 80% toward the Network Blue NE Options "Rate Saver" family plan amounts to a contribution of \$1,152.80 per month, the Employer shall contribute only \$1,152.80 per month toward the cost of the "Legacy" Network Blue EPO family plan.~~

If West Suburban at any point ceases to offer the "Legacy" plan, members will be required to join the "Rate Saver" plan, and Local 2464 agrees that the Town has satisfied all obligations with respect to bargaining over the impact of such change.

This is a significant change to the contract. As of July 1, 2014, future employees will be responsible for an additional 10% premium contribution toward the Town's health insurance program. The full budget impact will not be realized for several years, however it is anticipated that a move in this direction will have a positive effect on the Town's OPEB liability.

ARTICLE XXXXI – DRUG & ALCOHOL TESTING POLICY

Employees covered under this agreement shall be subject to a drug and alcohol testing policy of the Walpole Fire Department dated January 23, 2013 and attached hereto. ~~to be established not later than January 15, 2010 through joint agreement between the Fire Chief and the Union. In the event that said policy is not in place at that time, the parties agree to utilize the services of an arbitrator/mediator to establish such a policy. In the event that no agreement is in place by January 15, 2010 the parties agree that the Arbitrator will be selected by the parties by February 1, 2010 with an understanding that a policy will be in place when handed down by the arbitrator.~~

The Drug & Alcohol Policy shall be a formal part of the contract going forward. Unnecessary text removed.

ARTICLE XXXV – EMPLOYEE SEPARATION INITIATIVE

~~For the fiscal year 2011, the Town shall offer not more than three employees, in reverse order of seniority (starting with the most senior employee), a one time payment of \$25,000 each should said employee(s) retire or resign from the Walpole Fire Department, provided as follows:~~

- ~~1) Said Employee has at least twenty years of full-time service with the Department.~~
- ~~2) Said employee notifies the Chief of the Department of his intention to retire or resign not later than January 15, 2010.~~
- ~~3) Said employee resigns or retires from the Department not later than July 31, 2010, but not earlier than July 1, 2010.~~
- ~~4) Payment shall be made not later than two weeks following the employee's official separation from the Town of Walpole.~~
- ~~5) Employee(s) participating in said program shall receive a two percent (2%) cost of living adjustment for Fiscal Year 2009.~~
- ~~6) Said payment shall be considered separate and distinct from the employee's base compensation and shall in no way be utilized in the calculation of retirement benefits.~~
- ~~7) This program shall expire on August 15, 2010.~~

~~This program is eliminated and removed from the Contract.~~

ARTICLE XXXIV - DURATION

This Agreement and each of its provisions shall be in effect as of July 1, 2014, and shall continue in full force and effect until June 30, 2017, except as otherwise herein provided, **and shall remain in full force until a successor agreement is reached.**

~~This contract shall be three years in duration and shall remain in effect during future negotiations.~~

IMPLEMENTATION COST TO BE APPROPRIATED - \$54,527 TO THE FIRE BUDGET